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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

MDL No. 3084 CRB

**DECLARATION OF TIFFANY R. ELLIS
IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF C.O.**

This Document Relates to:

C.O. v. Uber Technologies, Inc., et al;
3:25-cv-02551-CRB

I, Tiffany R. Ellis, declare:

1. I am an attorney in the law firm of Peiffer Wolf Carr Kane Conway and Wise, LLP. I am admitted to practice before this Court. I make this declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein:
2. Plaintiff C.O. has not responded to any efforts to reach her made by myself or my staff since October 23, 2025. Additionally, Plaintiff C.O. has been unable to provide Peiffer Wolf with adequate information to fulfill her discovery obligations.
3. Plaintiff C.O.'s failure to communicate with and provide sufficient information to our

1 firm has presented a circumstance covered by Rule 1.16(b)(4) of the California Rules of
2 Professional Conduct. We are unable to meet discovery deadlines and otherwise
3 prosecute her case without her input. It is my opinion that our withdrawal from the case
4 has become necessary.

5 4. Under the California Rules of Professional Conduct 1.16(d), my firm has taken all
6 reasonably available steps to avoid prejudice to the rights of Plaintiff C.O. ("Plaintiff").

7 5. Plaintiff has failed to properly communicate with our office throughout her
8 representation.

9 a. On July 29, 2024 Plaintiff retained Peiffer Wolf as legal counsel.

10 b. Between July 29, 2024 and November 14, 2025, Plaintiff received numerous
11 emails, text messages, telephone calls, and voice messages requesting that she
12 contact our office. These communications included thirteen (13) unsuccessful
13 phone calls with voice messages, three (3) unsuccessful phone calls with no
14 ability to leave voice messages, three (3) unanswered text messages, and nine (9)
15 unanswered e-mails.

16 c. During the aforementioned time period, our office and staff was in the process of
17 collecting further information from Plaintiff about her claim.

18 d. Plaintiff contacted, or responded to contact attempts by, our office on seven (7)
19 occasions during that time period.

20 e. On March 14, 2025, as Plaintiff's case was filed in the MDL, our office
21 attempted to contact Plaintiff to inform her of her discovery obligations and
22 Plaintiff Fact Sheet requirements.

23 f. Peiffer Wolf submitted Plaintiff's Uber Ride Information Form and Plaintiff Fact
24 Sheet with the information previously provided by Plaintiff.

25 g. On September 12, 2025, Uber's counsel informed our firm of an alleged
26 deficiency in Plaintiff's ride receipt or ride information form.

27 h. Between September 12, 2025 through the present, these communications to
28 Plaintiff included four (4) unsuccessful phone calls with ability to leave voice

1 messages, five (5) e-mails, and one (1) letter sent by mail. In these
2 communications, we repeatedly explained the need for her continued
3 participation in the case, the risk that her case may be dismissed, and that we
4 would need to withdraw as counsel if she did not contact our office.

5 i. Between September 12, 2025 through the present, Plaintiff only responded twice
6 to any contact attempts.

7 j. On November 14, 2025 we sent Plaintiff a letter by U.S. certified mail explaining
8 that if she did not contact our firm by November 18, 2025 we would have no
9 choice but to withdraw as counsel.

10 6. Plaintiff has failed to provide our firm with all the information necessary to fulfill her
11 discovery obligations.

12 7. On November 14, 2025, we sent Uber advance notice of our intent to withdraw from
13 Plaintiff's representation.

14 8. To date, Plaintiff has not agreed to voluntarily dismiss her claims and has not informed
15 our firm that alternative counsel has been retained.

16 9. Our withdrawal from this case will not impact the timing or schedule of this litigation,
17 and we have taken all reasonable steps possible to avoid prejudice to Plaintiff by
18 informing her of her options and the consequences of failing to comply with case
19 deadlines.

20 10. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned
21 on our firm continuing to accept papers to forward to the client. We are able to accept
22 this responsibility.

23 Executed this 19th day of November, 2025 in Detroit, Michigan.

24 /s/ Tiffany R. Ellis
25 Tiffany R. Ellis

26 *Counsel for Plaintiff*
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